

CSA No. GTE NetSvcs 1st Amd C97

**FIRST AMENDMENT
TO THE
GTE TELCOM INCORPORATED
CARRIER SERVICE AGREEMENT**

This First Amendment ("Amendment") is made effective on this 24th May 2000 (the "Effective Date") to that certain Carrier Service Agreement entered on March 1, 1997 by and between GTE Telecom Incorporated ("Telecom") and GTE Arkansas Incorporated, GTE Midwest Incorporated and GTE North Incorporated (collectively the "Customer"). (The Carrier Service Agreement and all subsequent Amendments being referred to collectively herein as the "Agreement".)

WITNESSETH

WHEREAS, Customer wishes to modify the initial Term of the Agreement;

WHEREAS, Telecom is willing accept the modification of the initial Term of the Agreement;

WHEREAS, certain changes may be required to existing facilities placement arrangements due to the GTE - Bell Atlantic merger;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions in the Agreement and hereinafter contained, Customer and Telecom hereby agree to amend the Agreement as follows:

1. Section 3, Term and Application of This Agreement, is amended by deleting the first sentence and adding a new first sentence to read as follows:

The initial Term of this Agreement shall commence on March 1, 1997 and continue through July 31, 2000 ("Term"), and shall be automatically terminated unless written notice to extend is given by either party.

2. Section 3, Term and Application of This Agreement, is amended by adding the following at the end of the existing language to read as follows:

This Agreement is subject at all times to any statute, order, rule or regulation of any state or federal regulatory agency, having competent jurisdiction over one or both of the parties hereto or the Capacity Services provided hereby ("Compliance Activities"). If as a result of Compliance Activities Telecom's existing facilities placement arrangements are required to be modified as a result of the GTE - Bell Atlantic merger, all costs associated with such modification shall be immediately recouped from Customer through an adjustment to Telecom's Capacity Services rates and charges, including but not limited to City Pair rates, provided under this Agreement to Customer.

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CSA No. GTE NetSvcs 1st Amd C97

3. All other terms and conditions of the Agreement that are not expressly amended herein shall remain unchanged and are hereby accordingly ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement as of the date first above written.

GTE TELECOM INCORPORATED

By: *Lu Whanger*

Name: Lu Whanger

Title: Acting Vice President/General Manager

Date: 5/22/00

And

By: *Robert Foglietta*

Name: Robert Foglietta

Title: Assistant Secretary

Date: 5-24-00GTE ARKANSAS INCORPORATED, GTE MIDWEST
INCORPORATED, AND GTE NORTH INCORPORATEDBy: *Barry W. Paulson*

Name: Barry W. Paulson

Title: Vice President - Operations Planning & Support

Date: 5-19-00

And

By: *A. Randall Vogelzang*

Name: A. Randall Vogelzang

Title: Assistant Secretary

Date: 5-31-00APPROVED AS TO FORM BY
LEGAL DEPARTMENT*[Signature]*

**GTE TELECOM INCORPORATED
CARRIER SERVICE AGREEMENT**

THIS AGREEMENT is effective as of the 1st day of March, 1997, by and between GTE Telecom Incorporated, a Delaware corporation with principal offices at 201 N. Franklin, Suite 2400, Tampa, FL, 33602, (hereinafter referred to as "Telecom" hereunder) and GTE Arkansas Incorporated, GTE Midwest Incorporated, and GTE North Incorporated (hereinafter referred to collectively as "Customer"), and is entered into for the provision of Carrier Service on dedicated digital fiber telecommunications facilities and ancillary services in only Arkansas, Illinois, and Missouri all as more further described in Carrier Capacity Descriptions, defined below, accepted by Telecom under this Agreement, subject to the terms and conditions contained herein.

WITNESSETH:

1. **Incorporation of Documents and Controlling Provisions.** This Agreement consists of all the terms and conditions herein, in Carrier Capacity Descriptions that conform to the provisions of this Agreement, and in the documents incorporated by reference including Exhibit A - Volume Discount Pricing, Exhibit B - GTE Telops Contract Inventory, Exhibit C- Fiber Technical Performance Standard, and Exhibit D - GTE Telecom's Carrier Capacity Description. This Agreement constitutes the complete and exclusive statement of agreements and understandings between the parties and supersedes all proposals and prior agreements (oral or written) between the parties relating to Capacity Service provided hereunder. This Agreement may be modified only in writing signed by the parties hereto. If any provision of this Agreement conflicts with any applicable statute, rule or order of any governmental unit or regulatory body, or tariff of Telecom, then in accordance with applicable law, such statute, rule, order, or tariff shall control.

2. **Carrier Capacity Descriptions.** Carrier Capacity Descriptions are service orders issued by Customer to Telecom to order digital fiber capacity. Digital fiber capacity requested by Customer hereunder shall be requested on any of the Telecom Carrier Capacity Description forms in effect from time to time. Each Carrier Capacity Description shall reference this Carrier Service Agreement under number ("CCA#") and, when accepted in writing by Telecom, shall become a part of this Agreement only to the extent that it specifies the type of digital fiber capacity, Circuit ID, ancillary service, quantity of circuits, originating and terminating cities, Requested Capacity Date, Capacity Commitment Period, recurring and non-recurring charges for provision of capacity, cancellation charges, and other information necessary for Telecom to provide the Capacity Service to Customer. Any other terms and conditions that are typed, printed, or otherwise included in any Carrier Capacity Description shall be deemed to be solely for the convenience of the parties. No action by Telecom (including, without limitation, provision of Capacity Service to Customer pursuant to such Carrier Capacity Description) shall be construed as binding or estopping Telecom with respect to such term or condition, unless the Carrier Capacity Description containing said specific term or condition has been duly executed by Telecom or accepted in writing by Telecom. By

August 29, 1997

GTE CONFIDENTIAL

execution of this Agreement, Customer hereby acknowledges receipt of a form copy of Telecom's Carrier Capacity Description currently in effect, a copy of which is attached as Exhibit D. Facsimile copies of the CCD order and acceptance are acceptable.

3. **Term and Application of This Agreement.** The initial Term of this Agreement shall be a period of three (3) years, commencing on March 1, 1997, and continuing through February 28, 2000 ("Term"), and shall be automatically terminated unless written notice to extend is given by either party. The Agreement shall continue to apply to any unexpired Capacity Commitment Period contained in any Carrier Capacity Description which may have been entered into between the parties through February 28, 2000. The Volume Discount Pricing as set forth in Exhibit A is applicable to the GTE Telops Contract Inventory Circuits identified Exhibit B for the initial Term of this Agreement. The City Pair rates contained in Exhibit B shall remain valid for the initial Term of this Agreement. This Agreement shall apply exclusively to Capacity Service provided to Customer pursuant to Carrier Capacity Descriptions identified with this Agreement and accepted by Telecom, for the Capacity Commitment Periods stated therein and any automatic extensions thereof. Telecom reserves the right to reject a Carrier Capacity Description under this Agreement at any time.

4. **Capacity Commitment Period and Automatic Extension.** The Capacity Commitment Period for the Digital Capacity described in each Carrier Capacity Description shall commence on the Requested Capacity Date or the date upon which the Digital Capacity first becomes available in conformity with technical standards ("In Service Date"), whichever is later and shall continue for a period of three years thereafter, unless otherwise agreed to in writing by both parties. The Capacity Commitment Period for the circuits identified in Exhibit B shall commence on March 1, 1997, and shall continue through February 28, 2000. Customer acknowledges that the rates and charges contained in Exhibits A and B are based upon volume and term discounts. Accordingly, the minimum Capacity Commitment Period for any circuits which may be added during the initial Term of this Agreement is three (3) years. Upon Customer's request, Telecom will provide capacity for periods of less than three (3) years at its then prevailing rates for such capacity. If Telecom cannot meet the In Service Date within thirty (30) calendar days after the Requested Capacity Date, Customer has the right to terminate the Carrier Capacity Description without penalty. Upon expiration, each Capacity Commitment Period shall automatically be extended for continuing thirty (30) day period unless or until terminated by either party upon thirty (30) days' written notice of termination to the other party; and the charges for Capacity Service during any such extension shall be one hundred and ten percent of the rates contained in this Agreement. Upon termination of this Agreement, a Capacity Commitment Period will continue through the Capacity Commitment Period contained in the applicable Carrier Capacity Description which may have been entered into between the parties through February 28, 2000, unless otherwise terminated under the terms of this Agreement.

5. **Capacity to be Provided.** As specified in Carrier Capacity Descriptions accepted by Telecom under this Agreement, Telecom will provide Customer with (a) digital fiber capacity through

August 29, 1997

GTE CONFIDENTIAL

the installation and operation of dedicated digital telecommunications facilities between Telecom designated termination points (hereinafter "Digital Capacity"), and (b) Supporting Supplemental Services, available on an optional basis, as may be requested by Customer and accepted by Telecom in accordance with the terms hereof (collectively referred to herein as the "Ancillary Service"). Ancillary Service available under this Agreement may include, among other things, functions as related to the provision of DS-1 or DS-3 entrance facilities, DS-1 drop and insert capability, multiplexing, and facilities connection, co-location, or network alarm monitoring. Digital Capacity and Ancillary Service are collectively referred to herein as "Capacity Service."

6. **Customer Responsibilities.** Customer has sole responsibility for installation, testing, and operation of facilities, services, and equipment other than that specifically provided by Telecom under a duly accepted Carrier Capacity Description ("Customer Facilities"). In no event will the untimely installation or non-operation of Customer Facilities (including local exchange access and customer premise equipment) relieve Customer of its obligation to pay charges for Digital Capacity or Ancillary Service as of the In Service Date. Notwithstanding the immediately preceding sentence, if Customer notifies Telecom of any untimely installation or non-operation of Customer Facilities at least thirty (30) days prior to the Requested Capacity Date, Customer shall have the sole option of extending the In Service Date not more than thirty (30) days. Telecom's liability for delays in installation, testing, and operation of Interexchange Service and Ancillary Services is limited in Paragraphs 12 and 13 of this Agreement.

7. **Payment of Charges.** Subject to the following Paragraph 9, all charges for Digital Capacity or Ancillary Services provided by Telecom pursuant to this Agreement shall be specified in the Carrier Capacity Description referencing this Agreement. Payment for all pro-rated monthly recurring charges (charges for monthly Capacity Service provided for less than a calendar month), Installation, and other non-recurring charges shall be due on the first day of the month following the month in which the Service was provided ("Due Date"). In addition to account and invoice numbers, all Telecom issued invoices shall include the following circuit detail: (i) the monthly recurring charges, (ii) non-recurring charges, (iii) originating and terminating locations, (iv) circuit type, (v) circuit number, and (vi) installation Date. Payment for all monthly recurring charges for full months during which Digital Capacity or Ancillary Service is to be provided shall be due in advance on the first day of the month. Customer agrees to remit payment to Telecom at the remittance address indicated on Telecom invoices to Customer. If Customer fails to pay Telecom's invoice in full or remit payment to the proper address on or before thirty (30) days after the due Date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1 1/2%) of the unpaid balance per month, or the maximum lawful rate under applicable state law.

8. **Additional Charges.** Customer acknowledges and understands that all charges stated in Carrier Capacity Descriptions are computed by Telecom exclusive of any applicable federal, state, or local use, excise, gross receipts, sales, and privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes imposed on Telecom), whether charged to or against Telecom

August 29, 1997

GTE CONFIDENTIAL

or Customer because of the Capacity Service furnished by Telecom ("Additional Charges"), and that only such Additional Charges shall be paid by Customer if separately invoiced by Telecom in addition to all other charges provided for herein.

9. **Suspension of Capacity Service.** If payment in full is not received from Customer by the Due Date, Telecom shall have the right after giving Customer fifteen (15) days' written notice via express carrier service or registered mail to suspend (i) all or any portion of the Capacity Service described in the applicable Carrier Capacity Description, or (ii) upon subsequent notice, all or any additional portions of the Capacity Service to Customer; and, in either event, until such time as Customer has paid in full all charges then due, including any late fees as specified herein.

10. **Cancellation.**

(a) After a Carrier Capacity Description is accepted by Telecom in writing, Customer may cancel all or a portion of the Service described therein upon Customer's provision of thirty (30) days' advance written notice of cancellation to Telecom under the following conditions:

(1) If notice of cancellation is received by Telecom no later than thirty (30) days before turn up of the Capacity Service ordered by Customer, then cancellation will become effective prior to turn up of Service upon payment of the Cancellation Charges specified in the Customer's Carrier Capacity Description.

(2) If notice of cancellation is received by Telecom subsequent to thirty (30) days prior to turn up of the Capacity Service ordered by Customer, then Customer shall pay to Telecom all charges for Service provided (without the right to set off against non-refundable charges) through the effective Date of such cancellation plus a cancellation charge determined as follows:

(i) If the Capacity Commitment Period for the canceled Capacity Service is one (1) year and such cancellation becomes effective prior to completion of the Capacity Commitment Period, then the cancellation charge shall be an amount equal to the balance of the monthly Capacity Service charges that otherwise would have become due for the unexpired portion of the Capacity Commitment Period.

(ii) If the Capacity Commitment Period for the canceled Capacity Service is three (3) years and such cancellation becomes effective prior to completion of the second year of the Capacity Commitment Period, then the cancellation charge shall be an amount equal to the balance of the monthly Capacity Service charges that otherwise would have become due for the unexpired portion of the first and second years of the Capacity Commitment Period. (For example, if Customer cancels after ten (10) months of service, then Customer shall remain responsible for monthly recurring charges in an amount equal to the product of fourteen (14) remaining months multiplied by the applicable MRC.)

August 29, 1997

GTE CONFIDENTIAL

(iii) If the Capacity Commitment Period for the canceled Capacity Service is three (3) years and such cancellation becomes effective subsequent to completion of the second year of the Capacity Commitment Period, then no cancellation charges shall apply.

Capacity Commitment Period	Contract Period Retired	Cancellation Charge Percentage
3 years	less than 24 months	100%
3 years	24-36 months	0%

It is agreed that Telecom's damages in the event of a cancellation shall be difficult or impossible to ascertain. The provision for a cancellation charge in this subsection is intended, therefore, to establish liquidated damages in the event of a cancellation and is not intended as a penalty.

(b) If any cancellation described in Section 10 (a), Customer shall also pay Telecom an amount equal to any termination charges, expenses, fees, or penalties incurred by Telecom due to cancellation of local exchange service plus any other reasonable costs, expenses, or additional charges incurred in accordance with Paragraphs 8 and 9.

(c) Notwithstanding the above, upon thirty (30) days' prior written notice, either party shall have the right, without cancellation liability, to cancel (i) an affected portion of the Capacity Service if Telecom is prohibited by governmental authority from furnishing said portion, or (ii) an affected portion of the Capacity Service, if any material rate or term contained herein is substantially changed by order of a final court of competent jurisdiction, the Federal Communications Commission, or other local, state, or federal government authority.

11. **Force Majeure.** If Telecom's performance of this Agreement or any obligation hereunder is prevented, restricted, or interfered with by causes beyond its reasonable control, including, but not limited, to acts of God, fire, explosion, vandalism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request of the United States government or state or local governments, or of any department, agency, commission, court, bureau, corporation, or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts, or work stoppages, or other labor difficulties, supplier failures, shortages, breaches, or delays, then Telecom shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference. Telecom shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

12. **Service Warranty.** Telecom warrants that the Capacity Service it provides Customer will conform to the "Fiber Technical Performance Standards" specified in Exhibit C to this

Agreement, attached hereto, and Bellcore Technical Publication 62508, incorporated by reference herein (hereinafter "Technical Standards"). Telecom will use reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents, or errors in any Digital Capacity or Ancillary Service and restore the Digital Capacity in accordance with Technical Standards as further set forth in Paragraph 13 below and Exhibit C.

THE FOREGOING WARRANTY AND THE FOLLOWING REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF OF ANY OUTAGE IN THE SERVICE WHATSOEVER, NEITHER TELECOM NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE, OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

13. Remedies for Breach of Warranty Resulting in Outages.

(a) Following start of a digital capacity or ancillary service, a circuit shall be deemed to be in an "Outage" condition under this Agreement if, while Customer is actually using or attempting to use such circuit, the circuit loses continuity and fails to comply with the standards set out in Exhibit C attached. An Outage period starts when a report is received by Telecom's Network Maintenance Center from Customer by telephone. An Outage period ends when Telecom notifies Customer by telephone that the service is restored to the level set forth in Exhibit C.

(b) For purposes of this Paragraph 13, "Catastrophic Outage" includes a complete (all fibers) cable cut or complete radio failure, an equipment enclosure fire, an explosion, or any other circumstances of an extraordinary and catastrophic nature per circuit. All other Outages described herein will be deemed to be non-catastrophic in nature for purposes of this Paragraph 13. In case of an Outage Period to any service, a credit for the period of Outage, if not caused by Customer, shall, upon request directed to Customer's designated Account Representative, be allowed and calculated as follows:

(i) Customer shall be credited for any Outage Period, including a Catastrophic Outage, to the extent that such Outage Period on a circuit by circuit basis, exceeds thirty (30) minutes, at the rate of 1/1440 of the monthly rate or charge applicable to the actual Service which is subject to the Outage Period, for each half-hour or major fraction thereof that an Outage Period continues beyond thirty (30) minutes.

(ii) A credit allowance is not applicable for any Outage Period during which Customer fails to afford access to any facilities to which Telecom requires access for the purpose of investigating and correcting any interruption to service.

(iii) The monthly charges used to determine the credit shall be the then current monthly charge being assessed as set forth in the applicable Carrier Capacity Description.

August 29, 1997

GTE CONFIDENTIAL.

(iv) The credit allowance(s) for an Outage Period or for a series of Outage Periods shall not exceed the currently monthly charge being paid per circuit.

It is further understood that, if Customer fails to make or is excused from making any payment because of operation of law or any other reason, the credit allowance shall not apply to the service for which Customer has not paid.

(c) For the purposes of calculating any credits pursuant to Section (a) or (b) of this Paragraph 13, the parties agree to be bound by the Telecom Customer Service Group log as maintained in Telecom's Network Maintenance Center. Telecom shall maintain a reasonably accurate Customer Service Group Log for service provided to Customer.

(d) No credit allowance will be made for:

(i) Outage Periods caused by Customer;

(ii) Outage Periods of a service due to the failure of equipment or systems provided by Customer or persons other than Telecom; in particular, any provider of local access service to Customer;

(iii) Outage Periods when Customer has released service to Telecom for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service for that period of time which was negotiated with Customer prior to the release of such service. Thereafter, a credit allowance as set forth above applies; and

(iv) Outage Periods when Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

(e) If an Outage Period that is required for maintenance by Telecom, Telecom shall use its best efforts to give Customer notice by telephone seventy-two (72) hours in advance so that adequate alternative measures can be taken by Customer. Telecom will make every effort to schedule service interruptions on weekends between midnight and 3:00 a.m. Service credits will not apply to scheduled service interruptions as long as it is scheduled, does occur between midnight and 3:00 a.m., and shall not exceed 12 occurrences per year, unless mutually agreed upon by Telecom and Customer.

(f) The credit provided for in this Paragraph 13 shall be Telecom's sole liability and Customer's sole remedy in the event of any Outage Periods or interruption of services. Telecom shall not be liable for any special, consequential, punitive, or reliance damages resulting from any interruption of service or Outage Periods provided to Customer, and Customer shall have no right to set off against any monies owed to Telecom by Customer.

(g) Customer shall have the option, upon ten (10) days' written notice, to terminate this Agreement without a cancellation charge if during any calendar year, within the terms of this Agreement, there are three (3) non-catastrophic Outages of ten (10) or more hours each, or three (3) catastrophic Outages of seventy-two (72) or more hours each as set out in Paragraph 13 (b)(i). In the event of termination under this provision, Customer's liability shall be limited to the monthly lease rate for the affected service which was properly rendered prior to the effective Date of termination. Customer's credit and termination rights shall not apply, however, in the event any Outage is caused or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors, or assigns.

14. **Indemnity.** Each party will defend, indemnify, and hold the other party harmless from all claims, demands, suits, actions, losses, damages, assessments or payments that are proximately caused by the negligence or wilful misconduct of the indemnifying party.

15. **Dispute Resolution.** The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution provision, the parties agree to submit the dispute to a single arbitrator for resolution by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. A party seeking discovery shall reimburse the responding party the costs of production of documents (to include search time and reproduction costs). The parties shall equally share the fees of the arbitration and the arbitrator.

16. **Notices.** Notices under this Agreement shall be in writing and delivered to the person identified as the "Party to Receive Notices" at the Full Business Addresses of the parties as they appear herein or as otherwise provided for by proper notice hereunder, and the effective Date for any notice under this Agreement shall be the Date of delivery of such notices, not the Date of mailing.

17. **Use of Service.** Upon Telecom's acceptance of a Carrier Capacity Description hereunder, Telecom will provide the Capacity Service specified therein to Customer upon the conditions that the Capacity Service shall not be used for any unlawful purpose.

18. **Proprietary Information.** Customer and Telecom understand and agree that the terms and conditions of this Agreement and all documents marked confidential referenced herein are confidential as between Customer and Telecom and shall not be disclosed by Customer or Telecom to any party other than the directors, officers, and employees of Customer or Telecom, or agents of Customer or Telecom who have specifically agreed to non-disclosure of the terms and conditions hereof. Provided, however, Customer and Telecom acknowledge that the terms and conditions of this Agreement may be provided to a court, commission, or other governmental agency as required by applicable law. Violation by Customer or Telecom or their respective agents of the foregoing provision shall entitle the other party, at its option, to terminate the provision or receipt of the Service without further obligation or liability, and such party may pursue any and all remedies available under law.

19. **Representation as to Principal Business.** Customer represents and warrants to Telecom that Customer's principal business is that of a provider of telecommunications services. Breach of the foregoing warranty shall entitle Telecom, at its option, to deem Customer's cancellation and discontinue providing the Capacity Service to Customer without further obligation or liability to Customer, and to pursue any and all additional remedies available to Telecom under this Agreement or as a matter of law.

20. **General Provisions.**

(a) Customer will execute such other documents, provide such information, and affirmatively cooperate with Telecom, all as may be reasonably required by Telecom and relevant to providing the Capacity Service.

(b) The failure of either party to give notice of default or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of any extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

(c) The provision of the Service will not create a partnership or joint venture between the parties or result in a joint communications service offering to the customers of either Telecom or Customer.

(d) During the term of this Agreement, each Party agrees to continue to cooperate with each other and with any regulatory agency so that the benefits of this Agreement may be achieved.

(e) No subsequent agreement between Customer and Telecom concerning the Capacity Service shall be effective or binding unless it is made in writing by an authorized representative of Customer and authorized headquarters representative of GTE Telecom Incorporated, and no representation, promise, inducement, or statement of intention has been made by either party which is not embodied herein.

(f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or permitted assigns. Neither party shall assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be reasonably withheld. Notwithstanding the above, Customer may assign this Agreement to an affiliate of Customer without consent, but only upon not less than sixty (60) days prior written notice to Telecom. Further, any assignment or transfer without such consent or notice, as applicable, shall be deemed void and shall entitle Telecom to terminate this Agreement at its option upon ten (10) days prior written notice.

(g) This Agreement is between Telecom and Customer, and the terms hereof shall be construed under the laws of the State where the services are provided by Telecom, without regard to choice of law principles.

(h) This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, or understandings relating to the subject matter hereof, including but not limited to the Carrier Service Agreement between GTE Telecom Incorporated and Contel of Arkansas, Inc. dated September 2, 1991, the Carrier Service Agreement between GTE Telecom Incorporated and Contel of Illinois, Inc. dated September 1, 1991, and the Carrier Service Agreement between GTE Telecom Incorporated and Contel of Missouri, Inc. dated September 2, 1991. Accordingly, both parties acknowledge that there remain no outstanding claims with regard to cancellation charges or billing adjustments for any services provided pursuant to the above named Carrier Service Agreements.

(i) If any part or any provision of this Agreement or any other Agreement, documents, or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement, and the parties hereby agree to negotiate with respect to any such invalid or unenforceable part to the extent necessary to render such part valid and enforceable.

(j) The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof or hereof by either or both parties hereto shall so survive the completion of performance and termination of this Agreement, including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.

(k) Descriptive headings in this Agreement are for convenience only and shall not affect the construction of this Agreement.

(l) Words having well-known technical or trade meanings shall be so construed, and all listings of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably applies in the interpretation of this Agreement.

(m) Customer agrees that any addition, deletion, or modification to the terms and conditions contained in this Agreement shall not be binding until accepted by authorized officers of GTE Telecom Incorporated, and duly executed by the parties.

ATTACHMENTS:

- Exhibit A - Volume Discount Pricing
- Exhibit B - GTE Telops Contract Inventory
- Exhibit C - Fiber Technical Performance Standards
- Exhibit D - GTE Telecom Carrier Capacity Description

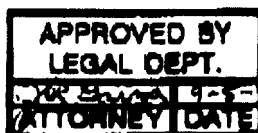
August 29, 1997

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IN WITNESS WHEREOF, the parties have executed this Carrier Service Agreement on the Date first written above.

GTE TELECOM INCORPORATEDBy: *Thomas B. Duane*Name: Thomas B. Duane
Title: Vice President/General ManagerDate: Sept 15, 1997

and

By: *Kenneth Shelton*Name: Kenneth Shelton
Title: ControllerDate: Sept 16, 1997**Full Business Address:**201 North Franklin Street
Suite 2400
Tampa, FL 33602**Party to Receive Notices:**Director of Sales
with a copy to:
Manager-Contracts**CUSTOMER:****GTE ARKANSAS INCORPORATED,
GTE MIDWEST INCORPORATED, and
GTE NORTH INCORPORATED**By: *Barry W. Paulson*Name: Barry W. Paulson
Title: Vice President - Network Operations
Planning and SupportDate: 9-8-97**Full Business Address:**GTE Telephone Operations
700 Hidden Ridge HQW02N58
Irving, TX 75015-2092**Billing Address:**GTE Telephone Operations
Carrier Services
PO Box 152092
MC HQW02H16
Irving, TX 75015-2092**Party to Receive Notices:***MICHAEL SMITH*
MC HQW02I03

August 29, 1997

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VOLUME DISCOUNT PRICING**GTE TELECOM INCORPORATED
CARRIER SERVICES AGREEMENT****FOR****GTE ARKANSAS INCORPORATED
GTE MIDWEST INCORPORATED
GTE NORTH INCORPORATED**

Price:.....\$759,501.00 (A)*
Less Applicable Volume Discount.....\$123,688.00 (B)*

TOTAL CONTRACT PRICE:.....\$635,813.00

The Prices contained in this Agreement are based upon term and volume discounts applicable to the total number of circuits identified in the GTE Telops Contract Inventory. Accordingly, this Carrier Services Agreement cannot be separately accepted by each entity named herein and no adjustment in Price shall be made by GTE Telecom based upon the separate entity or location to which the Capacity Service is to be provided hereunder.

* The Volume Discount will be an amount equal to the product of $B \div A$.

August 29, 1997

EXHIBIT A

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Initials BWP
TBT
KS

GTE TELOPS CONTRACT INVENTORY

EXHIBIT B

GTE Telops Contract Inventory

CIRCUIT ID	City Pair	Now Monthly Contract Pricing
26310001	WNVL-WRTN	\$319
26310002	BASN-RDSP	\$444
26310003	BASN-RDSP	\$444
26310004	BASN-RDSP	\$444
26310005	BASN-RDSP	\$444
26310006	BASN-RDSP	\$444
26310007	BASN-RDSP	\$444
26310008	BASN-RDSP	\$444
26310009	CSVL-JNKN	\$444
26310010	CSVL-JNKN	\$444
26310011	CSVL-JNKN	\$444
26310012	CSVL-JNKN	\$444
26310013	BASN-MRFD	\$447
26310014	DATA-WNVL	\$319
26310015	DATA-WNVL	\$319
26310016	AGST-WNVL	\$319
26310017	TROY-WNVL	\$319
26310018	ATTN-WNVL	\$319
26310019	CUBA-WNVL	\$387
26310020	CABL-MRFD	\$444
26310021	MTVL-WRTN	\$444
26310022	MTVL-WRTN	\$444
26310023	MTVL-WRTN	\$444
26310024	MTVL-WRTN	\$444
26310025	MTVL-WNVL	\$319
26310026	CABL-OZMW	\$488
26310027	CABL-OZMW	\$488
26310028	OZMW-OZPK	\$444
26310029	CABL-MRFD	\$444
26310030	WNVL-WRTN	\$319
26310031	BASN-OZPK	\$444
26310032	BASN-CSVL	\$444
26310033	BASN-CABL	\$828
26310034	DATA-WNVL	\$319
26310035	WNVL-MNCY	\$885
26310037	WNVL-MNCY	\$885
26310038	WNVL-MNCY	\$885
26310039	WNVL-CNTN	\$888
26310040	WNVL-PLMY	\$888
26310041	WNVL-BRBN	\$418
26310042	WNVL-LEBG	\$444
26310043	WNVL-CUBA	\$473
26310044	WNVL-STJM	\$531
26310045	WNVL-STJM	\$531
26310046	WNVL-EDSP	\$671
26310047	WNVL-LCNG	\$708
26310048	WNVL-LCNG	\$708
26310049	BASN-MTVR	\$444
26310054	BASN-MTVR	\$444
26310055	BASN-MRFD	\$447
26310056	BASN-MRFD	\$447
26310057	DIVS-WNVL	\$319
26310058	DIVS-WNVL	\$319
26310059	DIVS-WNVL	\$319
26310060	DIVS-WNVL	\$319
26310061	DIVS-WNVL	\$319
26310062	DIVS-WNVL	\$319
26310063	DIVS-WNVL	\$319
26310064	DIVS-WNVL	\$319
26310073	DIVS-WNVL	\$319
26310074	DIVS-WNVL	\$319
26310075	CABL-MRFD	\$319
26310076	DIVS-WNVL	\$319
26310077	DIVS-WNVL	\$319

GTE Telops Contract Inventory

CIRCUIT ID	City Pair	New Monthly Contract Pricing
26310080	BASN-CABL	\$525
26310081	BASN-MTVR	\$444
26310082	BASN-MTVR	\$444
26310083	BASN-MTVR	\$444
26310085	UKSL-OPLN	\$444
26310086	UKSL-OPLN	\$444
26310087	UKSL-OPLN	\$444
26310088	UKSL-OPLN	\$444
26310090	UKSL-OPLN	\$444
26310091	UKSL-OPLN	\$444
26310092	UKSL-OPLN	\$444
26310093	UKSL-OPLN	\$444
26310094	HOSF-MHON	\$444
26310095	HOSF-MHON	\$444
26310096	HOSF-MHON	\$444
26310097	HOSF-MHON	\$444
26310098	HOSF-MHON	\$444
26310099	DIVS-WNVL	\$319
26310100	BASN-MRPD	\$447
26310101	BASN-MTVR	\$484
26310102	FALD-MRPD	\$444
26310103	WNVL-WONC	\$421
26310104	BASN-SPPD	\$319
26310105	BASN-SPPD	\$319
26310106	BASN-OZRK	\$444
26310107	MTVR-SPPD	\$319
26310108	BASN-MRPD	\$447
26310110	BASN-MRPD	\$447
26310111	CABL-MRPD	\$444
26310112	NWML-WNVL	\$319
26310113	NWML-WNVL	\$319
26310114	NWML-WNVL	\$319
26310115	BASN-ROSP	\$444
26310116	BASN-ROSP	\$444
26310117	DPNC-WNVL	\$319
26310118	DPNC-WNVL	\$319
26310119	DPNC-WNVL	\$319
26310120	CABL-MRPD	\$444
26310121	BASN-CEVL	\$444
26310122	BASN-MTVR	\$444
26310123	BASN-MTVR	\$444
26310124	BASN-MTVR	\$444
26310125	CABL-MRPD	\$444
26310126	BASN-MRPD	\$447
26310127	WNVL-WRTN	\$319
26310128	BASN-MRPD	\$447
26310129	BASN-MRPD	\$447
26310130	BASN-SYMR	\$444
26310131	OZRK-WMON	\$444
26310132	TROY-WNVL	\$319
26310133	BASN-MRPD	\$447
26310135	LDDN-WNVL	\$326
26310136	CUBA-WNVL	\$357
26310137	MNCY-WNVL	\$415
26310138	AURR-BASN	\$444
26310139	CABL-MRPD	\$444
26310140	AURR-MTVR	\$444
26310141	BASN-OZRK	\$444
26310143	TROY-WNVL	\$319
26310144	LCNG-WNVL	\$512
26310145	MRPD-SYMR	\$444
26310146	OZMW-OZRK	\$444
26310147	TROY-WNVL	\$319
26310148	TROY-WNVL	\$319

GTE Telops Contract Inventory

CIRCUIT ID	City Pair	New Monthly Contract Pricing
26310149	TROY-WNVL	\$319
26310150	OZMW-OZAK	\$444
26310151	OZMW-OZAK	\$444
26310152	OZMW-OZAK	\$444
26310153	BASN-BASW	\$444
26310154	CABL-MRFD	\$444
26310155	ROLL-WNVL	\$352
26310156	CUBA-WNVL	\$357
26310157	BASN-HSTN	\$575
26310158	BASN-RDSP	\$444
26310163	DIVS-WNVL	\$319
26310164	DIVS-WNVL	\$319
26310165	FRLD-MRFD	\$444
26310166	BASN-OZAK	\$444
26310167	BASN-OZAK	\$444
26310168	BASN-OZAK	\$444
26310170	HSTN-MRFD	\$488
26310171	CABL-MRFD	\$444
26310172	MNCY-WNVL	\$416
26310173	MNCY-WNVL	\$416
26310175	EGSP-LCNG	\$444
26310176	EGSP-LCNG	\$444
26310177	EGSP-LCNG	\$444
26310182	CNTN-WNVL	\$500
26310183	CNTN-WNVL	\$500
26310184	BASN-MRFD	\$447
26310186	BASN-MRFD	\$444
26310186	HAMN-WNVL	\$319
26310188	BASN-CABL	\$525
26310189	CUBA-WNVL	\$357
26310190	STJM-WNVL	\$356
26310191	STJM-WNVL	\$356
26310192	BASN-MRFD	\$444
26310193	BASN-KMNY	\$444
26310194	BASN-KMNY	\$444
26310196	BASN-KMNY	\$444
26310196	BASN-MRFD	\$447
26310197	TROY-WNVL	\$319
26310198	MRFD-MTGV	\$444
26310199	BASN-MTGV	\$484
26310200	BASN-MRFD	\$447
26310201	BASW-HYDD	\$444
26310202	BASW-HYDD	\$444
26310203	BASW-HYDD	\$444
26310204	BASW-HYDD	\$444
26310206	BASN-FRLD	\$444
26310206	TROY-WNVL	\$319
26310207	TROY-WNVL	\$319
26310208	TROY-WNVL	\$319
26310209	MRFD-MTVR	\$485
26310210	MRFD-MTVR	\$485
26310211	MRFD-MTVR	\$485
26310212	MRFD-MTVR	\$485
26310213	BASN-WNVL	\$620
26310214	BASN-MRFD	\$447
26310215	OZMW-OZAK	\$444
26310216	FRLD-MRFD	\$444
26310217	EGSP-LCNG	\$444
26310218	CUBA-WNVL	\$332
26310219	MRFD-SPFD	\$319
26310220	MRFD-SPFD	\$319
26310221	CABL-MTGV	\$540
26310222	CABL-MTGV	\$540
26310223	CABL-MTGV	\$540